



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

DNR212126

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER
304-558-2316

*222144719 717-687-8421

STRASBURG RAIL ROAD CO
PO BOX 96

STRASBURG PA 17579

DIVISION OF NATURAL RESOURCES
CASS SCENIC RAILROAD ST PARK
ATTN: PARK SUPERINTENDENT
BOX 107
CASS, WV
24927 456-4300

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
03/21/2012						
BID OPENING DATE: 05/22/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-75		
STEAM BOILER MAINTENANCE AND REPAIR						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR THE REPAIR AND RESTORATION OF A CLIMAX STEAM LOCOMOTIVE BOILER PER THE ATTACHED SPECIFICATIONS.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD 04/27/2012 AT 9:00 AM CASS SCENIC RAILROAD LOCOMOTIVE SHOP, CASS SCENIC RAILROAD STATE PARK, RT 66, MAIN ST. CASS WV 24927. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>H/K Anderson</i>		TELEPHONE 717-687-8421		DATE 5/17/12		
TITLE VP Shops		FEIN 23-6000777		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RECEIVED

2012 MAY 18 AM 9:51

WV PURCHASING
DIVISION

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



America's Oldest Short Line
Chartered June 9, 1892

Linn W. Moedinger, President, Chief Mechanical Officer
James F. Rice, Vice President Operations and Roadway
H. Kelly Anderson, Vice President Motive Power, Equipment and Shops
Craig R. Lefever, Vice President, General Manager
Rick Musser, Vice President, Assistant Chief Mechanical Officer
Henry D. Miller, Vice President, Treasurer
Ann M. Musser, Secretary

PO Box 96 Strasburg, PA 17579
717 687-7522 General Information
717 687-8421 Business Offices
717 687-6194 FAX
www.strasburgrailroad.com
Kelly@strasburgrailroad.com

May 15, 2012,

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: RFQ #DNR212126

Dear Sir,

This package includes **two separate bids** from the Strasburg Rail Road.

The first bid covers the cost to transport the boiler to our shop, overhaul it there, and return it to Cass, WV. Our bid for this work is \$134,730.00 with the understanding that Cass Scenic Railroad will load and unload the boiler onto our truck at no charge using their shop overhead crane.

The second bid covers the cost to overhaul the boiler in Cass, WV. Our bid for this work is \$142,960.00 with the understanding that the boiler would be indoors while we are working on it and Cass Scenic Railroad would provide electricity, water, and compressed air as needed, as well as complimentary housing for our boilermakers during their stay in Cass. The benefits for the customer in this situation include the ability to oversee the work, and the possibility of a reduction in costs if the volunteers that are working on other aspects of the Climax restoration assist in the boiler work, in which case a change order covering the reduction in Strasburg Rail Road labor could be executed.

In either event, the following items should be considered:

1. Where our experience shows an area of the boiler to be possibly under strength, we will exercise our due diligence to perform strength calculations on that area. If weakness is found, we will inform Cass Scenic Railroad and request a change order to cover the cost of those calculations and repairs.
2. Depending on the condition of the washout plug threads and their corresponding holes in the boiler, we may request a change order to cover the cost of replacement plugs and tapped holes.
3. We recommend that Teflon staybolt cap gaskets be used instead of copper.
4. We recommend seal welding staybolts to give a better drive through the sheet and reduce fire cracking, as has been found through our experience and testing.

Sincerely

Kelly Anderson

RFQ No. DNR 212126STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipally; county board of education; any instrumentally established by a county or municipally; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-6-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Strasburg Rgail RoadAuthorized Signature: [Signature] Date: 5/15/12State of PennsylvaniaCounty of Lancaster, to-wit:Taken, subscribed, and sworn to before me this 15th day of May, 2012

My Commission expires _____, 20____.

AFFIX SEAL HERE COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Ann M. Musser, Notary Public
Strasburg Twp., Lancaster County
My Commission Expires March 14, 2014
Member, Pennsylvania Association of Notaries

DNR212126
PRICING SHEET

DESCRIPTION	LUMP SUM BID
REPAIR AND RESTORATION OF CLIMAX STEAM LOCOMOTIVE	\$134,730 ⁰⁰

If work is to be completed off site, the vendor must include all transportation costs in the lump sum bid.

All work must be completed within one year of purchase order award.

Strasburg Rail Road Bid #1

The first bid covers the cost to transport the boiler to our shop, overhaul it there, and return it to Cass, WV. Our bid for this work is \$134,730.00 with the understanding that Cass Scenic Railroad will load and unload the boiler onto our truck at no charge using their shop overhead crane.

DNR212126
PRICING SHEET

DESCRIPTION	LUMP SUM BID
REPAIR AND RESTORATION OF CLIMAX STEAM LOCOMOTIVE	\$142,960.00

If work is to be completed off site, the vendor must include all transportation costs in the lump sum bid.

All work must be completed within one year of purchase order award.

Strasburg Rail Road Bid #2

The second bid covers the cost to overhaul the boiler in Cass, WV. Our bid for this work is \$142,960.00 with the understanding that the boiler would be indoors while we are working on it and Cass Scenic Railroad would provide electricity, water, and compressed air as needed, as well as complimentary housing for our boilermakers during their stay in Cass. The benefits for the customer in this situation include the ability to oversee the work, and the possibility of a reduction in costs if the volunteers that are working on other aspects of the Climax restoration assist in the boiler work, in which case a change order covering the reduction in Strasburg Rail Road labor could be executed.